



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: April 28, 2015

CM/ACM JS  
Finance LC  
Legal KM  
Risk Mgt. DE  
HR NA

**DATE:** March 24, 2015  
**TO:** Board of County Commissioners  
**FROM:** Russ Pedersen, Chief Deputy WCSO  
Telephone: (775) 328-3004, Email: [rpedersen@washoecounty.us](mailto:rpedersen@washoecounty.us)  
**THROUGH** Chuck Allen, Sheriff  
**SUBJECT:** Approve an Interlocal Agreement between Truckee Meadows Fire Protection District and Washoe County, on behalf of the Washoe County Sheriff's Office, for the testing and training connected to Self-Contained Breathing Apparatus Equipment [at a cost not to exceed \$63 per hour] commencing April 21, 2015, and expiring April 20, 2018. (All Commission Districts)

### SUMMARY

Truckee Meadows Fire Protection District (TMFPD) wants to enter into an Interlocal Agreement with Washoe County Sheriff's Office (WCSO) for the testing and training connected to self-contained breathing apparatus (SCBA) Equipment.

**Washoe County Strategic Outcome supported by this item:** Safe, Secure and Healthy Communities

### PREVIOUS ACTION

Washoe County Board of Commissioners and Truckee Meadows Board of Fire Commissioners approved this Interlocal agreement on April 23, 2014. This is a renewal of the same agreement with rate updates.

### BACKGROUND

Washoe County Sheriff's Office maintains numerous self contained breathing apparatus equipment (SCBA) on our property. WCSO is required per the Occupational Safety and Health Administration (OSHA 1910.134) to maintain the SCBA equipment due to our type of facility. WCSO is required by OSHA to annually inspect and test the SCBA under National Fire Protection Association (NFPA) standards and directives of the SCBA manufacturer. TMFPD has the training, knowledge and qualifications to inspect and repair SCBA equipment in compliance with NFPA and OSHA standards. They also have the knowledge and resources to provide training material as it relates to SCBA inspection to include NFPA standards, OSHA requirements and directives of the SCBA manufacturer.

**FISCAL IMPACT**

During the remainder of FY2014/2015 and for FY2015/2016 budget, any cost accrued will be covered within the existing operating budgets.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners Approve an Interlocal Agreement between Truckee Meadows Fire Protection District and Washoe County, on behalf of the Washoe County Sheriff's Office, for the testing and training connected to Self-Contained Breathing Apparatus Equipment [at a cost not to exceed \$63 per hour] commencing April 21, 2015, and expiring April 20, 2018.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion could be: Move to Approve an Interlocal Agreement between Truckee Meadows Fire Protection District and Washoe County, on behalf of the Washoe County Sheriff's Office, for the testing and training connected to Self-Contained Breathing Apparatus Equipment [at a cost not to exceed \$63 per hour] commencing April 21, 2015, and expiring April 20, 2018.

**INTERLOCAL AGREEMENT BETWEEN  
WASHOE COUNTY ON BEHALF OF  
THE WASHOE COUNTY SHERIFF'S OFFICE  
AND  
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
FOR THE TESTING AND TRAINING CONNECTED TO SELF-CONTAINED  
BREATHING APPARATUS (SCBA) EQUIPMENT**

This Agreement is executed and entered into this 21st day of April, 2015, by and between the Truckee Meadows Fire Protection District (hereafter referred to as "TMFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

**RECITALS**

WHEREAS, WCSO, and TMFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, TMFPD requires equipment to ensure National Fire Protection Association (hereafter referred to as "NFPA") compliance for SCBA testing to perform its public safety duties;

WHEREAS, WCSO possesses SCBA testing equipment resources and has agreed to make such equipment available to the TMFPD;

WHEREAS, TMFPD has the training, knowledge and qualifications to conduct SCBA fit testing;

WHEREAS, WCSO has the need for such SCBA fit testing to occur annually;

WHEREAS, it is deemed that the equipment of WCSO and the Qualifications of TMFPD hereinafter set forth are necessary for both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective April 21, 2015.
2. **TERM OF AGREEMENT.** This Agreement shall continue for two (2) years from the effective date of this Agreement, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.

3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.
  - a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
  - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
  - d. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
  - e. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth herein as:

Truckee Meadows Fire Protection District  
Attn: Fire Chief  
PO Box 11130  
Reno, Nevada 89520

Washoe County Sheriff's Office  
Attn: Sheriff  
911 Parr Blvd  
Reno, Nevada 89512

6. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.
  - a. Any required repair, testing, shipping or replacement costs of the WCSO PosiCheck and WCSO fit testing machine.

- b. Any repair, testing or replacement costs for SCBA packs, components, parts and masks.
- c. Delivery and pick up of the SCBA packs and masks for testing purposes.
- d. One file cabinet with four drawers.
- e. One lap top computer to support the testing system.
- f. Provide one color printer and printer cartridges for record keeping.
- g. Any repair, hydrostatic testing, or replacement of SCBA cylinders.
- h. Ensure WCSO staff is compliant with NFPA, OSHA and manufacturer standards.
- i. Maintain all inspection records for FIT Testing.
- j. Provide lap top and fit testing equipment to test WCSO employees.

7. **DUTIES AND RESPONSIBILITIES OF TMFPD.** The following is a description of the duties of TMFPD in accordance with the terms of this Agreement. TMFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. Inspect and repair all WCSO SCBA on an annual basis, adhering to NFPA and Occupational Safety and Health Administration (hereafter referred to as "OSHA") standards.
- b. Notify the WCSO of any identified issues or concerns connected to the testing equipment, SCBA bottles or any support equipment.
- c. Provide training material to WCSO staff as it relates to SCBA inspection, to include NFPA standards, OSHA requirements and directives of the SCBA manufacturer.
- d. Assist WCSO staff with compliance of NFPA, OSHA and manufacturer standards.
- e. Upon request conduct SCBA mask fit testing for WCSO employees
- f. Maintain all inspection records for SCBA Equipment

8. **COST OF SERVICES.** Each agency agrees to the following terms of this agreement.

- a. Upon request TMFPD agrees to inspect and repair SCBA equipment at no labor cost to WCSO. All parts for repair will be purchased by WCSO
- b. WCSO agrees to pay TMFPD for Fit Testing, not to exceed \$45.00 per hour straight time or \$63.00 per hour for overtime.
  - i. Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter (15 minutes) for time less than one full hour after that.
- c. WCSO shall tender payment to TMFPD within 30 days of receipt of invoices.

9. **RECORD MAINTENANCE.** TMFPD agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the WCSO, State or United States Government, or their authorized

representatives, upon audits or reviews, sufficient information to determine compliance with all WCSO, state and federal regulations and statutes. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, testing records, training logs, repairs records, invoices and various statistical data relative to the user agency's daily and annual operations.

10. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

11. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.

12. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41.

13. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. WCSO shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.

14. **USE OF EQUIPMENT.** All equipment and maintenance of equipment located with TMFPD, as defined in this agreement, shall remain the property of the WCSO.
15. **INSPECTION AND AUDIT.** Either Participating Agency shall have the right to conduct a performance audit of the equipment at the expense of the WCSO. The other participating Agency shall cooperate in the conduct of such a performance audit.
16. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
18. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
19. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
20. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
21. **PUBLIC RECORDS:** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

22. **CONFIDENTIALITY:** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
23. **PROPER AUTHORITY:** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
24. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
25. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
26. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
28. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this **Interlocal Agreement between Washoe County on behalf of the WCSO and TMFPD for the Testing and Training Connected to Self-Contained Breathing Apparatus Equipment to be duly executed this 21st day of April, 2015.**

**WASHOE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

BY: \_\_\_\_\_  
Marsha Berkgigler, Chair

BY: \_\_\_\_\_  
Marsha Berkgigler, Chair

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_